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January 29, 2010

By Messenger

Marlene H. Dortch
Secretary
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

FILED/ACCEPTED

JAN 29 2010

Federal Communications Commission
Office of the Secretary

Re: Submission of Contract Pursuant to 47 U.S.C. § 211 and 47 C.F.R. § 43.51

Dear Ms. Dortch:

Pursuant to § 211 (a) of the Communications Act of 1934, as amended, and § 43.51 of the Commission's rules, AT&T hereby refiles the attached agreement between AT&T- 9State and Granite Telecommunications, LLC to provide LWC in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee. AT&T is refilling the agreement because an attachment was omitted from the previously filed version. If you have any questions, please do not hesitate to contact me at (202) 457-3047.

Sincerely,

/s/ Terri L. Hoskins
General Attorney
AT&T Services, Inc.

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DSO SERVICES AGREEMENT

GENERAL TERMS AND CONDITIONS

THIS DSO SERVICES AGREEMENT ("Agreement") is made by and between AT&T Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina, AT&T Tennessee ("AT&T-9STATE"), a Georgia corporation, and Granite Telecommunications, LLC ("Granite"), a limited liability company, and shall be effective on the Effective Date, as defined herein. This Agreement may refer to either AT&T-9STATE or Granite or both as a "Party" or "Parties."

WITNESSETH

WHEREAS, AT&T-9STATE is a local exchange telecommunications company authorized to provide Telecommunications Services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and

WHEREAS, Granite is or seeks to become a Competitive Local Exchange Carrier ("CLEC") authorized to provide Telecommunications Services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and

WHEREAS, AT&T-9STATE desires to provide and Granite desires to purchase certain Services;

NOW, THEREFORE, in consideration of the mutual agreements contained herein, AT&T-9STATE and Granite agree as follows:

Definitions

Affiliate is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or equivalent thereof) of more than 10 percent.

Commission is defined as the appropriate regulatory agency in each state of AT&T-9STATE's nine-state region (Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee).

Competitive Local Exchange Carrier ("CLEC") means a telephone company certificated by the Commission to provide local exchange service within AT&T-9STATE's franchised area.

Effective Date is defined as the date that the Agreement is effective for purposes of rates, terms and conditions and shall be the date of the last Parties' signature. Future amendments for rate changes will be effective thirty (30) days after the date of the last signature executing the amendment.

End User means the ultimate user of the Telecommunications Service.

FCC means the Federal Communications Commission.

General Terms and Conditions means this document including all of the terms, provisions and conditions set forth herein.

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Telecommunications means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

Telecommunications Service means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

Telecommunications Act of 1996 ("Act") means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47 U.S.C. Section 1 et. seq.).

1. Scope of this Agreement

1.1 This Agreement sets forth the obligations of each Party with respect to AT&T-9STATE's provision of certain services, as described herein, to Granite ("Service(s)").

1.2 Notwithstanding Section 23 below, the Parties acknowledge that this Agreement is intended to be governed by the provisions of 47 U.S.C. §§ 201, 202 and 271. The Parties acknowledge that this Agreement is subject to the exclusive jurisdiction of the FCC. To the extent any other regulatory agency seeks to exert jurisdiction over this Agreement, any entity seeks to have any other regulatory agency exert jurisdiction over this Agreement, or any entity seeks to subject this Agreement to any rates, terms, or conditions not specified herein, AT&T-9STATE shall have the right to terminate this Agreement upon thirty (30) days notice to Granite. The Parties may during the thirty (30) day notice period negotiate a subsequent agreement. If at the end of the thirty (30) days no agreement is executed, AT&T-9STATE will continue to provide Services at its market rates for an additional sixty (60) days before terminating the Agreement pursuant to this Section.

2. CLEC Certification

2.1 Prior to execution of this Agreement, Granite agrees to provide AT&T-9STATE in writing Granite's CLEC certification for all states covered by this Agreement except Kentucky. Should Granite's certification in any state be rescinded or otherwise terminated, AT&T-9STATE may, at its election upon fifteen (15) days notice, suspend the Agreement in state affected immediately whereupon (1) all monies owed on all outstanding invoices for that state shall become due, (2) AT&T-9STATE will begin the process of discontinuing Services provided in such state pursuant to this Agreement in accordance with applicable state laws and regulations, and (3) AT&T-9STATE shall refuse to provide Services hereunder in that state until certification is reinstated in that state. Should Granite's certification in all states be rescinded or otherwise terminated, AT&T-9STATE will begin to terminate this Agreement immediately and all monies owed on all outstanding invoices for the states shall become due, and AT&T-9STATE shall refuse to provide Services hereunder until certification is reinstated in each of the states. Granite shall provide an effective certification to do business, as issued by the Secretary of State, or equivalent authority, in each state covered by this Agreement.

2.2 To the extent Granite is not certified as a CLEC in any state covered by this Agreement as of the execution hereof, Granite may not purchase Services under this Agreement in that state. Granite will notify AT&T-9STATE in writing and provide CLEC certification when it becomes certified to operate in any other state covered by this Agreement and, upon receipt thereof, Granite may thereafter purchase Services pursuant to this Agreement in that state.

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3. Term and Termination of the Agreement

- 3.1 Except as otherwise provided herein, the term of this Agreement (the "Term") shall commence upon the Effective Date of this Agreement and shall apply to the AT&T-9STATE territory in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee. It shall continue in effect thereafter and shall expire on December 21, 2011 (the "Expiration Date"). This Agreement shall automatically terminate on the first day following the Expiration Date, unless both Parties otherwise agree to extend the terms in writing via an amendment to this Agreement. Otherwise, upon the Expiration Date of this Agreement, neither Party shall have any further obligation under this Agreement, except as otherwise set forth in this Section 3.0 and pursuant to Survival, Section 30, *provided, however*, that this Agreement shall remain in effect after the Expiration Date, (December 21, 2011), until all services have been transitioned or disconnected as set forth in Section 3.6 below.
- 3.2 The Parties agree that no earlier than one hundred eighty (180) days prior to the expiration of this Agreement, either Party may request to commence negotiations ("Commencement of Negotiations") for a new agreement ("Subsequent Agreement") to be effective beginning on the expiration date of this Agreement. For avoidance of doubt, nothing in this Agreement obligates AT&T-9STATE after the Expiration Date to continue to offer or provide any services and/or product that were provided under this Agreement. If the Parties have not executed a new Agreement within sixty (60) days prior to the Expiration Date of this Agreement (i.e., December 21, 2011), negotiations for a new Agreement shall cease unless otherwise mutually agreed to by the Parties, and the Parties shall develop a transition plan pursuant to Section 3.6 below; *provided however*, that the failure to develop a transition plan shall not constitute a breach of this Agreement. In the event the Parties are unable to agree upon a transition plan, AT&T-9STATE may, at its discretion, disconnect all or any of the services provided under this Agreement at any time after December 21, 2011 with 60 days advance notice to CLEC.
- 3.3 The rates, terms and conditions of this Agreement shall continue in full force and effect until the earlier of: (i) the effective date of the successor agreement, if any; or (ii) the Expiration Date set forth in Section 3.1 above. In the event that services exist after the Expiration Date, (December 21, 2011), the rates and terms for such services (for the period from December 21, 2011 until such services are actually transitioned or disconnected) shall be the rates and terms for services in effect as of the Expiration Date, except such rates may be raised or lowered by AT&T-9STATE upon sixty (60) days notice, which notice shall not be provided before November 1, 2011. Subject to AT&T-9STATE's right to disconnect set forth in Sections 3.2, 3.4 and 3.6, in the event of termination of this Agreement pursuant to Section 3, the Parties shall cooperate in good faith to effect an orderly transition of CLEC's End Users before services are terminated. If and when all services are disconnected hereunder pursuant to a transition plan, except as otherwise set forth in this Section 3.0 and pursuant to Survival, Section 30, this Agreement will terminate.
- 3.4 In addition to as otherwise set forth in this Agreement, AT&T-9STATE reserves the right to suspend or terminate Service in the event of reasonably suspected prohibited, unlawful or improper use of AT&T-9STATE facilities or service, or abuse of AT&T-9STATE facilities; *provided that* AT&T-9STATE provides fifteen (15) days notice pursuant to Section 25 to this agreement.

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3.5 Except as set forth in Attachment 3, if either Party breaches or defaults on any of the terms, conditions, or covenants of this Agreement, the other Party shall give the breaching Party written notice of such breach or default. If such breach or default continues for ten (10) days after such written notice, then all monies owed on all outstanding invoices shall become due, and in addition to all other rights and remedies at law, in equity or otherwise, the non-breaching Party may terminate this Agreement without any charge, obligation, or liability whatsoever for such breach, except for payment for Services already received and accepted.

3.6 Upon termination of this Agreement as specified in this Section, applicable damages shall be assessed, and Granite shall be liable for such charges. Upon termination of this Agreement the rates, terms and conditions of this Agreement shall continue to apply for all Services until the date such Services are actually transitioned from this Agreement, or the date that AT&T-9STATE specifies for the completion of the transition, which in no event shall be less than sixty (60) days after the Expiration Date, whichever is earlier ("Transition Period"). Granite shall not be entitled to place any orders for the purchase of Services or make any changes to the Services other than transitioning the Services from this Agreement during the Transition Period.

4. Rates

4.1 Granite shall pay the rates set forth in Exhibit A of Attachment 1 of this Agreement in addition to any other charges specifically set forth in this Agreement. If no rate is set forth for a Service in this Agreement then AT&T-9STATE's tariff rates shall apply. If no tariff rate exists, then AT&T-9STATE shall not be required to provide such Service until a rate has been established between the Parties. In the event that AT&T-9STATE is unable to bill the applicable rate under this Agreement for any Services provided pursuant to this Agreement, AT&T-9STATE reserves the right to back-bill Granite for such rate or for the difference between the rate actually billed and the rate that should have been billed pursuant to this Agreement within the twelve (12) months immediately preceding the date on which the AT&T-9STATE provided written notice to Granite as further described in Section 9.

4.2 From the Effective Date through the Expiration Date

4.2.1 Subject to the rate adjustments set forth in Section 4.3, Granite will be billed at its current rate, which is reflected in Exhibit A for the Term of the Agreement.

4.3 Rate Adjustments (2010 and 2011)

4.3.1 Granite will receive per line rate adjustments during 2010 and 2011 which will be determined by the number of in-service WLP lines as described in 4.3.3 below.

4.3.2 In 2011, a mid-year adjustment will also be made based off of the volumes of in-service WLP lines as described in 4.3.3.3 below.

4.3.3 In-service WLP lines will be reviewed according the following schedule.

4.3.3.1 In-service WLP lines on December 31, 2009 will determine the per line adjustment to be applied from January 1, 2010-December 31, 2010.

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- 4.3.3.2 In-service WLP lines on December 31, 2010 will determine the per line adjustment to be applied from January 1, 2011-June 30, 2011.
- 4.3.3.3 In-service WLP lines on June 30, 2011 will determine the per line adjustment to be applied from July 1, 2011 - December 21, 2011.
- 4.3.3.4 The per line adjustment will depend on the in-service line count according to the timelines described above and in accordance with the following chart.

Level	Lines in-service at measurement period	AL	FL	GA	KY	LA	MS	NC	SC	TN
1	81,999 or less	\$ 1.52	\$ 1.45	\$ 1.45	\$ 1.75	\$ 1.78	\$ 1.86	\$ 1.46	\$ 1.66	\$ 1.69
2	82,000 to 87,999	\$ 0.61	\$ 0.58	\$ 0.58	\$ 0.70	\$ 0.71	\$ 0.74	\$ 0.58	\$ 0.66	\$ 0.67
3	88,000 to 93,999	\$ 0.30	\$ 0.29	\$ 0.29	\$ 0.35	\$ 0.36	\$ 0.37	\$ 0.29	\$ 0.33	\$ 0.34
4	94,000 to 99,999	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	100,000 to 107,999	\$ (0.30)	\$ (0.29)	\$ (0.29)	\$ (0.35)	\$ (0.36)	\$ (0.37)	\$ (0.29)	\$ (0.33)	\$ (0.34)
6	108,000+	\$ (0.61)	\$ (0.58)	\$ (0.58)	\$ (0.70)	\$ (0.71)	\$ (0.74)	\$ (0.58)	\$ (0.66)	\$ (0.67)

- 4.3.3.5 The per line rate adjustment will be applied to the port rates in Exhibit A.
- 4.3.3.6 For 2010 and 2011, Granite will not be asked to reimburse AT&T-9STATE if lines in-service go below the previous end of year measurement levels set forth in Section 4.3.3. For example, if at the end of 2009, Granite has 100,000 lines and achieves the Level 5 discounts set forth in the table above to be applied to services during 2010, if lines fall to 95,000 at the end of 2010, Granite will not be asked to reimburse AT&T-9STATE for 2010. However, the 95,000 lines at the end of 2010 will be used to determine the per line credit to be applied in 2011
- 4.3.3.7 If Granite adjusts the Overall Spend Commitment, as described in Sections 4.4 and 4.5 below, downward by no more than 7.5% during the Term of the Agreement, the in-service levels defined in the table above for Levels 1, 2, 3 and 4 will be adjusted downward by the same percentage as used to adjust the OSC. For example, the OSC is adjusted downward by 3%, Levels 1-4 will be adjusted as follows: Level 1 (79,539 or less), Level 2 (79,540 to 85,359), Level 3 (85,360 to 91,179) and Level 4 (91,180 to 96,999).
- 4.4 Overall Spend Commitment (OSC)
- 4.4.1 Granite will be required to achieve an OSC of \$85 Million during the term of the Agreement.
- 4.4.1.1 Achievement of the OSC will be based on Granite's Wholesale Local Platform (WLP) spend (including but not limited to inside wire maintenance, features and CNAM charges) in AT&T-9STATE for the complete years (January 1- December 31) of 2009, 2010 and 2011.
- 4.4.1.2 Spend from retail and wholesale tariffs, guidebooks, and/or interconnection agreements will not contribute to the OSC.

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4.4.2 Subject to Section 4.5 hereof, if Granite does not achieve the overall commitment during the term of the Agreement, a shortfall payment will apply and will be equal to the difference of \$85 Million and the sum of billed charges for the Wholesale Local Platform Service from January 1, 2009 and December 31, 2011.

4.5 Revenue Commitment Adjustment

4.5.1 Granite will be permitted to adjust the OSC downward by up to 7.5%, not to fall below an \$78.6 Million OSC as provided below:

4.5.1.1 The OSC may only be adjusted downward twice during the Term of the Agreement.

4.5.1.2 The adjustment will only be permitted in the event that Granite falls below 75,000 WLP lines in-service for at least three consecutive months as a result of (1) business downturn and not as a result of migration of lines to a competitor or another AT&T offering (including but not limited to UNE-L or Resale services) or (2) non-Granite initiated end user migration of lines to another AT&T offering.

4.5.1.3 During January-June 2011, Granite may use the spend adjustment option stated above in the event Granite falls below 75,000 WLP lines in-service for one month as a result of (1) business downturn and not as a result of migration of lines to a competitor or another AT&T offering (including but not limited to UNE-L or Resale services) or (2) non-Granite initiated end user migration of lines to another AT&T offering.

4.5.1.4 Granite must provide notice to AT&T-9STATE in writing within 30 days of its intent to exercise this option.

4.5.1.5 This option may not be exercised within 6 months of the Expiration Date of the Agreement.

5. Mergers and Acquisitions

If Granite merges with, acquires, is acquired by, sells all or substantially all its stock or assets to any other entity, or purchases all stock or substantially all stock or assets of another company or companies or establishes joint marketing arrangements with another company for local voice service, this agreement will remain in force. Spend and lines in-service from the other carrier will not contribute to the Overall Spend Commitment.

6. Service Level Commitment

Upon the Effective Date of this Agreement, AT&T-9STATE's performance under this Agreement shall be governed by the service level commitments set forth in this Agreement ("SLCs"). Except as otherwise stated herein, as of the Effective Date hereof, AT&T-9STATE's performance of this Agreement shall not be subject to any service quality measurement ("SQM") plan, payments of remedies in any self-effectuating enforcement mechanism ("SEEM") plan or any other penalty plan, performance plan or other similar requirements imposed by a Commission or the FCC. In the

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event a Commission or the FCC determines that Services provided pursuant to this Agreement are subject to any penalty payment, remedy or service level measure not incorporated in this Agreement, Granite, within thirty (30) days of a request from AT&T-9STATE, shall reimburse AT&T-9STATE for any such penalty or other remedy paid by AT&T-9STATE to Granite. In the event a Commission or the FCC determines AT&T-9STATE is not entitled to reimbursement of such payment, or AT&T-9STATE is required to pay any penalty, remedies or other such payments to a Commission or the FCC, then upon AT&T-9STATE's request, the Parties shall negotiate an amendment to the prices for Services hereunder. The amended prices shall be applied retroactively to the date the SQM/SEEMs, or other penalty or performance plan, is deemed to have applied to the Services set forth herein. As of the date the amended prices are applicable to this Agreement, AT&T-9STATE shall no longer be responsible for measurement of, or payments associated with, the SLCs described in Attachment 4. Further, Granite shall reimburse AT&T-9STATE in an amount equal to the total payments from AT&T-9STATE associated with such SLCs paid as of the date such amended prices are applicable. If the Parties are unable to reach an agreement and execute an amendment within thirty (30) days after AT&T-9STATE's request, AT&T-9STATE may terminate this Agreement in any affected state(s) upon fifteen (15) days written notice to Granite. SLCs and consequences for failure to maintain SLCs are as set forth in Attachment 4 of this Agreement.

7. Commitment

Granite will purchase all DSO port/loop switching combinations and DSO switch ports, or any other services or facilities that have the same or similar function as the DSO Wholesale Switch Port Services or the DSO Wholesale Local Voice Platform Services, provided by AT&T-9STATE only pursuant to this Agreement. Granite will not purchase DSO port/loop combinations or DSO switch ports, or any other services or facilities that have the same or similar function as the DSO Wholesale Switch Port Services or the DSO Wholesale Local Voice Platform Services, either directly or indirectly, from AT&T-9STATE pursuant to any other agreement, tariff, or otherwise, including from a third party provider if AT&T-9STATE is the underlying network provider. Notwithstanding the foregoing, this Agreement does not prohibit Granite from (1) purchasing standalone loops or resale services under a AT&T-9STATE agreement or tariff; (2) purchasing any services from a third party using the third party's own facilities; or (3) using Granite's own facilities.

8. Audits

AT&T-9STATE, in its reasonable discretion and upon no less than ten (10) days notice, may once per twelve month period conduct an audit of Granite's facilities and records to the extent necessary to confirm compliance with Section 7 above. Granite agrees to cooperate with AT&T-9STATE and to provide any information AT&T-9STATE reasonably requests to determine compliance. In the event that the audit reveals noncompliance with the terms of Section 7 above, Granite shall reimburse AT&T-9STATE for the reasonable out of pocket costs of the audit and AT&T-9STATE shall have the right to terminate this Agreement pursuant to Section 3 hereof. In the event of such noncompliance, Granite's right to cure pursuant to Section 3 includes the obligation to transfer all non-compliant services to Services under this Agreement, in addition to paying AT&T-9STATE the rates set forth in this Agreement for the services that should have been purchased pursuant to this Agreement from the date of the transfer of such services to this Agreement, or the date such service is terminated, whichever is later.].

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9.0 Limitation on Back-billing and Credit Claims

9.1 Notwithstanding anything to the contrary in this Agreement, a Party shall be entitled to:

9.1.1 Back-bill for or claim credit for any charges for services provided pursuant to this Agreement that are found to be unbilled, under-billed or over-billed, but only when such charges appeared or should have appeared on a bill dated within the twelve (12) months immediately preceding the date on which the Billing Party provided written notice to the Billed Party of the amount of the back-billing or the Billed Party provided written notice to the Billing Party of the claimed credit amount. The Parties agree that the twelve (12) month limitation on back-billing and credit claims set forth in the preceding sentence shall be applied prospectively only after the Effective Date of this Agreement, meaning that the twelve month period for any back-billing or credit claims may only include billing periods that fall entirely after the Effective Date of this Agreement and will not include any portion of any billing period that began prior to the Effective Date of this Agreement. Nothing herein shall prohibit either Party from rendering bills or collecting for any Products and/or Services more than twelve (12) months after the Products and/or Services was provided when the ability or right to charge or the proper charge for the Products and/or Services was the subject of an arbitration or other Commission action, including any appeal of such action. In such cases, the time period for back-billing shall be the longer of (a) the period specified by the commission in the final order allowing or approving such change or (b) twelve (12) months from the date of the final order allowing or approving such charge.

9.1.2 Back-billing and credit claims, as limited above, will apply to all Products and/or Services purchased under this Agreement.

10. Court Ordered Requests for Call Detail Records and Other Subscriber Information

10.1 Subpoenas Directed to AT&T-9STATE. Where AT&T-9STATE provides the Services for Granite, AT&T-9STATE shall respond to subpoenas and court ordered requests delivered directly to AT&T-9STATE for the purpose of providing call detail records when the targeted telephone numbers belong to Granite's End Users. Billing for such requests will be generated by AT&T-9STATE and directed to the law enforcement agency initiating the request. AT&T-9STATE shall maintain such information for Granite End Users for the same length of time it maintains such information for its own End Users.

10.2 Subpoenas Directed to Granite. Where AT&T-9STATE is providing to Granite Services, then Granite agrees that in those cases where Granite receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to Granite's End Users, and where Granite does not have the requested information, Granite will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to AT&T-9STATE for handling in accordance with 10.1 above.

10.3 In all other instances, where either Party receives a request for information involving the other Party's End User, the Party receiving the request will advise the law enforcement agency initiating the request to redirect such request to the other Party.

11. Liability and Indemnification

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- 11.1 Granite Liability. In the event that Granite consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, or any third party requests Services under this Agreement using Granite's codes, all such entities shall be jointly and severally liable for the obligations of Granite under this Agreement.
- 11.2 Liability for Acts or Omissions of Third Parties. AT&T-9STATE shall not be liable to Granite for any act or omission of another entity providing services to Granite.
- 11.3 Limitation of Liability
- 11.3.1 Except for any indemnification obligations of the Parties hereunder, a Party's liability for any loss, cost, claim, injury, liability or expense, including reasonable attorneys' fees relating to or arising out of any cause whatsoever, whether based in contract, negligence or other tort, strict liability or otherwise, relating to the performance of this Agreement, shall not exceed a credit for the actual cost of the Services not performed or improperly performed. Any amounts paid to Granite pursuant to Attachment 4 hereof shall be credited against any damages otherwise payable to Granite pursuant to this Agreement.
- 11.3.2 Limitations in Tariffs. Granite may, in its sole discretion, provide in its tariffs and contracts with its End Users and third parties that relate to any Service provided or contemplated under this Agreement, that, to the maximum extent permitted by applicable law, Granite shall not be liable to the End User or third party for (i) any loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount Granite would have charged that applicable person for the service that gave rise to such loss and (ii) indirect, incidental or consequential damages. To the extent that Granite elects not to place in its tariffs or contracts such limitations of liability, and AT&T-9STATE incurs a loss as a result thereof, Granite shall indemnify and reimburse AT&T-9STATE for that portion of the loss that would have been limited had Granite included in its tariffs and contracts the limitations of liability that AT&T-9STATE included in its own tariffs at the time of such loss, except to the extent caused by AT&T-9STATE's gross negligence or willful misconduct.
- 11.3.3 AT&T-9STATE shall not be liable for damages to Granite's terminal location, equipment or End User premises resulting from the furnishing of a Service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by AT&T-9STATE's negligence or willful misconduct.
- 11.3.4 Except in cases of indemnification for third party claims, breaches of confidentiality pursuant to Section 13, willful misconduct or gross negligence, under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, Granite recognizes that AT&T-9STATE may, from time to time, provide advice, make recommendations, or supply other analyses related to the Services described in this Agreement, and, while AT&T-9STATE shall use diligent efforts in this regard, Granite acknowledges and agrees that this limitation of liability shall apply to the provision of such advice, recommendations, and analyses.

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11.3.5 To the extent any specific provision of this Agreement purports to impose liability, or limitation of liability, on a Party different from or in conflict with the liability or limitation of liability set forth in this Section, then with respect to any facts or circumstances covered by such specific provisions, the liability or limitation of liability contained in such specific provision shall apply.

11.4 Indemnification for Certain Claims. Except to the extent caused by a Party's gross negligence or willful misconduct, said Party, its Affiliates, parent company and their employees and agents, shall be indemnified, defended and held harmless by the other Party against any claim, loss or damage arising from the indemnifying Party's use of the Services provided under this Agreement pertaining to (1) claims for libel, slander or invasion of privacy arising from the content of the indemnifying Party's own communications, or (2) any claim, loss or damage claimed by the End User of Granite arising from such End User's use or reliance on AT&T-9STATE's Services, actions, duties, or obligations arising out of this Agreement.

11.5 Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, AT&T-9STATE MAKES NO REPRESENTATIONS OR WARRANTIES TO Granite CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. Granite DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

12. Intellectual Property Rights and Indemnification

12.1 No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. The Parties are strictly prohibited from any use, including but not limited to, in the selling, marketing, promoting or advertising of Telecommunications Services, of any name, service mark, logo or trademark (collectively, the "Marks") of the other Party. The Marks include those Marks owned directly by a Party or its Affiliate(s) and those Marks that a Party has a legal and valid license to use. The Parties acknowledge that they are separate and distinct and that each provides a separate and distinct service and agree that neither Party may, expressly or impliedly, state, advertise or market that it is or offers the same service as the other Party or engage in any other activity that may result in a likelihood of confusion between its own service and the service of the other Party.

12.2 Ownership of Intellectual Property. Any intellectual property that originates from or is developed by a Party shall remain the exclusive property of that Party. Except for a limited, non-assignable, non-exclusive, non-transferable license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any Service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right, now or hereafter owned, controlled or licensable by a Party, is granted to the other Party. Neither shall it be implied nor arise by estoppel. Any trademark, copyright or other proprietary notices appearing in association with the use of any facilities or equipment (including software) shall remain on the documentation, material, product, service, equipment or software. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third parties used in its network that may be required to enable the other Party to use any facilities

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or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.

12.3 Intellectual Property Remedies

12.3.1 Indemnification. The Party providing a Service pursuant to this Agreement will defend the Party receiving such Service or data provided as a result of such Service against claims of infringement arising solely from the use by the receiving Party of such Service in the manner contemplated under this Agreement and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 11 preceding.

12.3.2 Claim of Infringement. In the event that use of any facilities or equipment (including software), becomes, or in the reasonable judgment of AT&T-9STATE is likely to become, the subject of a third party claim, action, suit, or proceeding based on intellectual property infringement, then AT&T-9STATE shall have the right to terminate, upon reasonable notice, this Agreement with respect to use of, or Services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim. In the event of this occurrence, AT&T-9STATE shall make available to Granite, at the same terms and rates, a similar Service(s) for the purpose of replacing the terminated Service(s) if available and technically feasible. In such event, the Parties shall negotiate in good faith equitable modifications of the other terms of this Agreement.

12.3.3 Exception to Obligations. Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor, provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.

12.3.4 Exclusive Remedy. The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this Agreement.

13. Proprietary and Confidential Information

13.1 Proprietary and Confidential Information. It may be necessary for AT&T-9STATE and Granite, each as the "Discloser," to provide to the other Party, as "Recipient," certain proprietary and confidential information (including trade secret information) including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, request for proposals, specifications, drawings, maps, prices, costs, costing methodologies, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the "Information"). All such Information conveyed in writing or other tangible form shall be clearly marked with a confidential or proprietary legend. Information conveyed orally by the Discloser to Recipient shall be designated as proprietary and confidential at the time of such oral conveyance, shall be reduced to writing by the

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Discloser within forty-five (45) days thereafter, and shall be clearly marked with a confidential or proprietary legend.

13.2 Use and Protection of Information. Recipient agrees to protect such Information of the Discloser provided to Recipient from whatever source from distribution, disclosure or dissemination to anyone except employees of Recipient with a need to know such Information solely in conjunction with Recipient's analysis of the Information and for no other purpose except as authorized herein or as otherwise authorized in writing by the Discloser. Recipient will not make any copies of the Information inspected by it.

13.3 Exceptions. Recipient will not have an obligation to protect any portion of the Information which:

13.3.1 (a) is made publicly available by the Discloser or lawfully by a non-Party to this Agreement; (b) is lawfully obtained by Recipient from any source other than Discloser; (c) is previously known to Recipient without an obligation to keep it confidential; or (d) is released from the terms of this Agreement by Discloser upon written notice to Recipient.

13.4 Recipient agrees not to publish or use the Information for any advertising, sales or marketing promotions, press releases, or publicity matters that refer either directly or indirectly to the Information or to the Discloser or any of its affiliated companies.

13.5 The disclosure of Information neither grants nor implies any license to the Recipient under any trademark, patent, copyright, application or other intellectual property right that is now or may hereafter be owned by the Discloser.

13.6 Survival of Confidentiality Obligations. The Parties' rights and obligations under this Section 13 shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the Parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

14. **Disclosure**

Notwithstanding anything in this Agreement, upon execution hereof, each of the Parties may use the other Party's name in connection with a press release relating to the execution of this Agreement. In addition, AT&T-9STATE shall post this Agreement on its website, file it with the FCC or otherwise make it publicly available, as appropriate, to the extent such posting, filing or public availability may be required in AT&T-9STATE's reasonable discretion.

15. **Resolution of Disputes**

In the event the Parties are unable to resolve any disputes that arise under this Agreement, the aggrieved Party shall pursue resolution of such dispute(s) with the appropriate federal or state court of competent jurisdiction. The Parties submit to personal jurisdiction in (as appropriate) in Birmingham, Alabama; Little Rock, Arkansas; San Francisco, California; New Haven, Connecticut; Miami, Florida; Atlanta, Georgia; Louisville, Kentucky; New Orleans, Louisiana; Chicago, Illinois; Indianapolis, Indiana; Topeka, Kansas; Detroit, Michigan; Jackson, Mississippi; St. Louis, Missouri; Reno, Nevada; Charlotte, North Carolina; Columbus, Ohio; Oklahoma City, Oklahoma, Columbia, South Carolina; Nashville, Tennessee; Dallas, Texas and Milwaukee, Wisconsin, and waive any and all objection to any such venue. Proper venue shall be in the city located in the state whose

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laws apply to the dispute.. Except as otherwise provided in this Agreement, nothing herein shall be deemed a waiver of any right of a Party to pursue any remedy at law or in equity.

16. Taxes

16.1 Definition. For purposes of this Section, the terms "taxes" and "fees" shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the Services furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income. Notwithstanding the foregoing, the term "Tax" as used herein does not include so-called PICC, EUCL, or SLC charges. Granite is free to impose such charges, consistent with applicable law, and need not remit such revenues to AT&T-9STATE.

16.2 Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party

16.2.1 Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.

16.2.2 Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.

16.3 Taxes and Fees Imposed on Purchasing Party But Collected And Remitted By Providing Party

16.3.1 Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.

16.3.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective Service is billed.

16.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.

16.3.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

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- 16.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 16.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 16.3.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.
- 16.4 Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party
- 16.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.
- 16.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective Service is billed.
- 16.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination, provided that providing Party provides reasonable justification for its determination, and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.
- 16.4.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 16.4.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 16.4.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable

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expenses (including reasonable attorneys' fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

16.4.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

16.4.8 Mutual Cooperation. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

17. **Force Majeure**

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Granite, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided, however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease.

18. **Modification of Agreement**

18.1 Subject to the provisions of Section 24, if Granite changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of Granite to notify AT&T-9STATE of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change, and shall notify the appropriate Commission of such modification of company structure in accordance with the state rules governing such modification in company structure, if applicable.

18.2 No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.

19. **Non-waiver of Legal Rights**

Execution of this Agreement by either Party does not confirm or imply that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its

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rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s); provided, however, that any modification of any law, rule or order issued pursuant to the Act shall not impact or modify the Parties' rights and obligations pursuant to this Agreement.

20. **Indivisibility**

The Parties intend that this Agreement be indivisible and nonseverable, and each of the Parties acknowledges that it has assented to all of the covenants and promises in this Agreement as a single whole and that all of such covenants and promises, taken as a whole, constitute the essence of the contract. The Parties further acknowledge that this Agreement is intended to constitute a single transaction, that the obligations of the Parties under this Agreement are interdependent, and that payment obligations under this Agreement are intended to be recouped against other payment obligations under this Agreement.

21. **Severability**

If any provision of this Agreement, or part thereof, shall be held invalid or unenforceable in any respect, the remainder of the Agreement or provision shall not be affected thereby, provided that the Parties shall negotiate in good faith to reformulate such invalid provision, or part thereof, or related provision, to as closely reflect the original intent of the Parties as possible, consistent with applicable law, and to effectuate such portions thereof as may be valid without defeating the intent of such provision.

22. **Waivers**

A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options, and each Party, notwithstanding such failure or delay, shall have the right thereafter to insist upon the performance of any and all of the provisions of this Agreement.

23. **Governing Law**

Unless otherwise provided by applicable law, this Agreement shall be governed by and construed in accordance with the Act, the FCC Rules and Regulations interpreting the Act and other applicable federal law. To the extent that federal law would apply state law in interpreting this Agreement, the domestic laws of the state in which the Services at issue are furnished or sought shall apply, without regard to that state's conflict of laws principles.

24. **Assignments and Transfers**

24.1 Granite shall not assign to any entity any right, obligation or duty, or any other interest hereunder, in whole or in part, without the prior written consent of AT&T-9STATE, which consent shall not be unreasonably withheld. No transfer or assignment of this Agreement or of any right, obligation or duty, or any other interest hereunder to any entity by contract, merger, operation of law or otherwise, shall be effective without the prior written consent of AT&T-9STATE, which consent shall not be unreasonably withheld, and any such assignment or transfer shall be null and void. The assignee must provide evidence of a Commission approved certification to provide Telecommunications Service in each state that Granite is providing service. After AT&T-9STATE's consent, the Parties shall amend this Agreement to reflect such assignments and shall work cooperatively to implement any changes required due to such assignment. Any such assignment shall be subject to applicable charges negotiated between the Parties. All obligations and duties of

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any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations. Notwithstanding anything to the contrary in this Section, Granite shall not assign this Agreement to any entity unless either (1) Granite pays all bills, past due and current, under this Agreement, or (2) Granite's assignee expressly assumes liability for payment of such bills.

24.2 In the event that Granite desires to transfer any Services hereunder to another carrier, the Parties shall negotiate the applicable rates, terms and conditions for such a transfer and Granite shall follow AT&T-9STATE's established process for completing such a transfer. Granite shall not attempt to transfer services to any entity to avoid its obligations hereunder.

24.3 Change in Control.

In the event that Granite enters into an agreement which, when consummated, would cause Granite to become subject to a Change of Control at any point during the term of this Agreement, AT&T-9STATE may, in its sole discretion, terminate this Agreement by giving Granite at least 5 days prior written notice.

24.3.1 The following definitions apply for purposes of this Section 24.3:

24.3.1.1 "Change of Control" means a change in Control of Granite (or its Controlling Affiliate or Controlling Affiliates) where such Control is acquired by any third party.

24.3.1.2 "Control" or "Controlling" or "Controlled by" shall, depending upon the context in which it is used, refer respectively to (a) a person that holds fifty percent (50%) or more of the voting power of another person, or (b) a person, fifty percent (50%) or more of whose voting power is held by another person. In addition, Control of a person includes the power, direct or indirect, to elect a majority of its board of directors or similar governing body or to direct or cause the direction of the management and policies of such person, whether by contract or otherwise.

24.3.1.3 "Affiliate" means another person that directly or indirectly Controls, is Controlled by, or is under common Control with, Granite.

25. Notices

25.1 Every notice, consent, or approval of a legal nature required or permitted by this Agreement shall be in writing and shall be delivered by hand, by overnight courier or by US mail postage prepaid, address to:

AT&T Contract Management
Attn: Notices Manager
311 S. Akard St. 9th floor
Four AT&T Plaza
Dallas, TX 75202-5398
Fax: (214) 464-2006

and

Granite Telecommunications, LLC
Attention: Legal Department
100 Newport Avenue

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Quincy, MA 02171

or at such other address as the intended recipient previously shall have designated by written notice to the other Party.

25.2 Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails. Provided, however, that AT&T-9STATE notifies of default or termination through a means by which a return receipt or similar proof of receipt is required, except as set forth in Attachment 3.

25.3 Notwithstanding the foregoing, AT&T-9STATE shall post to AT&T-9STATE's web site changes to business processes and policies, and shall post to AT&T-9STATE's web site or submit through applicable electronic systems, other business related notices not requiring an amendment to this Agreement.

26. Rule of Construction

No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.

27. Headings of No Force or Effect

The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

28. Multiple Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

29. Good Faith Performance

Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement.

30. Survival

The Parties' obligations under this Agreement, which by their nature are intended to continue beyond the termination or expiration of this Agreement, shall survive the termination or expiration of this Agreement.

31. Entire Agreement

31.1 This Agreement means the General Terms and Conditions, the Attachments identified in Section 31.2 below, and all incorporated documents, all of which, when taken together, are intended to constitute one indivisible agreement. This Agreement sets forth the entire understanding and supersedes prior agreements between the Parties as they relate to the Services provided under this Agreement and merges all prior discussions between them. Neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as

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expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

31.2 This Agreement includes Attachments and Exhibits, incorporated herein by reference with provisions for the following:

Attachment 1 Services

Attachment 1: Exhibit A

Attachment 2 Pre-Ordering, Ordering, Provisioning, Maintenance and Repair

Attachment 2 Exhibit B

Attachment 2 Exhibit C

Attachment 3 Billing

Attachment 4 Service Level Commitments for DSO Wholesale Local Voice Platform Services

31.3 Any reference throughout this Agreement to a tariff, industry guideline, AT&T-9STATE's technical guideline or reference, AT&T-9STATE business rule, guide or other such document containing processes or specifications applicable to the Services provided pursuant to this Agreement, shall be construed to refer to only those provisions thereof that are applicable to these Services, and shall include any successor or replacement versions thereof, all as they are amended from time to time and all of which are incorporated herein by reference. References to state tariffs throughout this Agreement shall be to the tariff for the state in which the Services were provisioned.

Granite Telecommunications, LLC

BellSouth Telecommunications, Inc. d/b/a AT&T
Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky,
AT&T Louisiana, AT&T Mississippi, AT&T North
Carolina, AT&T South Carolina, and AT&T Tennessee,
by AT&T Operations, Inc., its authorized agent

Signature: _____

Signature: _____

Name: _____
(Print or Type)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Title: Director – Interconnection Agreements

Date: _____

Date: _____

ULEC OCN

ALABAMA	375A
FLORIDA	325A
GEORGIA	8878
KENTUCKY	101A
LOUISIANA	787A
MISSISSIPPI	404A
NORTH CAROLINA	8156
SOUTH CAROLINA	614A
TENNESSEE	987A

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Attachment 1

Services

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Services

1. Introduction

1.1 Upon request of Granite, AT&T-9STATE shall provide DSO Wholesale Switch Port Services and DSO Wholesale Local Voice Platform Services as set forth in this Attachment, at the rates set forth in Exhibit A, and pursuant to the terms and conditions of this Agreement. The terms and conditions set forth in this Attachment apply only when the Services are purchased pursuant to this Agreement. The network components and associated services and functions that comprise DSO Wholesale Switch Port Services and DSO Wholesale Local Voice Platform Services or that may be purchased in conjunction with DSO Wholesale Switch Port Services and DSO Wholesale Local Voice Platform Services under this Agreement are available pursuant to this Agreement only in conjunction with Granite's purchase of DSO Wholesale Switch Port Services and DSO Wholesale Local Voice Platform Services and are not available for individual purchase. These Services are provided to Granite solely for the purpose of providing Telecommunications Services to Granite's End Users and Granite agrees not to use such Services for any other purpose.

1.2 The network components provided as part of the Services offered hereunder may be subject to modification, retirement, upgrades or other changes. AT&T-9STATE shall provide notice of such changes in accordance with the applicable provisions of the FCC's network disclosure requirements and any other applicable laws or regulations. In the event a network component is retired, such network component is no longer available.

2. DSO Wholesale Switch Port Services

2.1 DSO Wholesale Switch Port Services provide the features, functions and capabilities of the local circuit switch, including dial tone, the ability to originate and terminate calls, and all vertical features that the local circuit switch is capable of providing and that are available.

2.1.1 When ordering DSO Wholesale Switch Port Services, network components that allow for the transport and termination of originated calls and the receipt of calls destined for the switch port are included. These network components, which each have their own pricing elements, include End Office Switching, Tandem Switching and Common Transport. Granite may also order for an additional charge switch based vertical features that the switch is capable of providing and that are available. AT&T-9STATE may make available certain ancillary services that may be ordered with the DSO Wholesale Switch Port Services. If available, such ancillary services will be ordered pursuant to AT&T-9STATE's tariff or pursuant to a AT&T-9STATE resale agreement.

2.1.2 When ordering DSO Wholesale Switch Port Services as a stand-alone element, Granite is responsible for obtaining other required elements or components that may be needed to provide its desired voice grade services. These elements or component may include but are not limited to: loops; collocation arrangements; and collocation cross-connects between the DSO Wholesale Switch Port Services and Granite's collocation arrangement.

2.1.3 End Office Switching

- 2.1.3.1 End Office Switching provides the switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks. End Office Switching includes the pricing elements of End Office Switching Function and End Office Trunk Ports, as set forth in Exhibit A.
- 2.1.4 Tandem Switching
- 2.1.4.1 Tandem Switching provides the following: (i) trunk connect facilities, which include, but are not limited to, the connection between trunk termination at a cross connect panel and switch trunk card; (ii) the basic switch trunk function of connecting trunks to trunks; and (iii) the functions that are centralized in the Tandem Switches (as distinguished from separate end office switches), including, but not limited to call recording, the routing of calls to operator services and signaling conversion features. Tandem Switching includes the pricing elements of Tandem Switching Function, Tandem Trunk Ports, Melded Tandem Switching Function and Melded Tandem Trunk Ports, as set forth in Exhibit A.
- 2.1.4.2 When an interoffice call originates from a DSO Wholesale Switch Port and terminates to a AT&T-9STATE, independent company or facility based CLEC end office, AT&T-9STATE shall apply the Melded Tandem Switching rate(s) as set forth in Exhibit A. For all other calls utilizing Tandem Switching, the Tandem Switching rate as set forth in Exhibit A shall apply.
- 2.1.5 Common Transport
- 2.1.5.1 Common (Shared) Transport is defined as transmission facilities shared by more than one carrier, including AT&T-9STATE, between end office switches, between end office switches and tandem switches, and between tandem switches, in AT&T-9STATE's network. Common Transport includes the pricing elements of Common Transport per Mile and Common Transport Facilities Termination as set forth in Exhibit A.
- 2.1.6 Switch Based Vertical Features
- 2.1.6.1 Switch based vertical features include vertical features that the circuit switch is capable of providing and that are available and may be ordered in conjunction with the DSO Wholesale Switch Port. Switch based vertical features are ordered separately and shall be charged at a single rate, as set forth in Exhibit A, regardless of the number of vertical features ordered. Granite may add or delete vertical features at no additional charge except the applicable ordering charge.
- 2.1.6.2 To the extent that a circuit switch is technically capable of providing a switch based vertical feature but such switch based vertical feature is not currently available, Granite may submit a request pursuant to AT&T-9STATE's established processes. Additional charges may apply.
- 2.1.7 Ancillary Services
- 2.1.7.1 Granite may request certain non-switch based services that are available with DSO Wholesale Switch Port Services. If available, such services shall be provided pursuant to AT&T-9STATE's tariff or pursuant to a separate AT&T-9STATE resale agreement.
- 2.1.7.2 Directory Listings
- 2.1.7.2.1 AT&T-9STATE shall provide one basic White Pages directory listing per telephone number per End User account at no charge other than applicable service order charges as set forth in AT&T-9STATE's tariffs. If such listing is requested on the initial local service request ("LSR") associated

with the request for Service, a single manual service order charge or electronic service order charge, as appropriate, as described in Attachment 2 of this Agreement will apply to both the request for Service and the request for the directory listing. Where a subsequent LSR is placed solely to request a directory listing, separate service order charges as set forth in AT&T-9STATE's tariffs shall apply, as well as the manual service order charge or electronic service order charge, as appropriate, as described in Attachment 2. Additional, enhanced and miscellaneous listings may be provided and shall be rated according to AT&T-9STATE's General Subscriber Services Tariff ("GSST"), and tariffed service order charges and manual or electronic service order charges shall apply.

2.2 Remote Call Forwarding

2.2.1 As an option, AT&T-9STATE shall make available to Granite a switch port with Remote Call Forwarding capability (RCF). RCF service combines the functionality of End Office Switching, Tandem Switching and Common Transport to forward calls from the RCF service telephone number (i.e., the number dialed by the calling party) to another telephone number selected by the RCF service subscriber ("Forward-to-Number"). When ordering RCF service, Granite will ensure that the following conditions are satisfied:

2.2.1.1 The End User of the Forward-to-Number agrees to receive calls forwarded using the RCF service (if such End User is different from the RCF service End User);

2.2.1.2 The Forward-to-Number is equipped with sufficient capacity to receive the volume of calls that will be generated from the RCF service;

2.2.1.3 The RCF service will not be utilized to forward calls to another RCF or similar service; and

2.2.1.4 The Forward-to-Number is not a public safety number (e.g., 911, fire or police number).

2.2.2 In addition to the charge for the RCF service port, AT&T-9STATE shall charge Granite the rates set forth in Exhibit A of this Attachment for End Office Switching, Tandem Switching, and Common Transport, including all associated usage incurred for calls from the RCF service telephone number to the Forward-to-Number.

3. DSO Wholesale Local Voice Platform Services

3.1 DSO Wholesale Local Voice Platform Services provide an end to end Telecommunications Service by combining DSO Wholesale Switch Ports with the loop network component described in this Agreement, which together provide local exchange service for the origination or termination of calls. DSO Wholesale Local Voice Platform Services support the same calling and feature attributes as described in the DSO Wholesale Switch Port Services section of this Attachment.

3.2 The loop network component is defined as a transmission facility between the distribution frame (or its equivalent) in AT&T-9STATE's central office and the loop demarcation point at the End User's premises. The loop includes all features, functions and capabilities of the transmission facilities, including the network interface device, and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), optronics and intermediate devices (including repeaters and load coils) used to establish the transmission path to the End User's premises. Granite shall purchase the entire bandwidth of the loop in connection with the DSO Wholesale Local Voice Platform Services and, unless otherwise

expressly agreed by AT&T-9STATE in a separate agreement or tariff, AT&T-9STATE shall not subdivide the frequency of the loop.

- 3.2.1 DS0 Wholesale Local Voice Platform Services for simple residential and business Services shall be provisioned with a 2-wire analog voice grade loop, which is a non-designed 2-wire loop start circuit.
- 3.2.1.1 DS0 Wholesale Local Platform Services for PBX are complex Services and are provisioned with a designed 2-wire analog voice grade loop.
- 3.2.1.2 DS0 Wholesale Local Platform Services – 2-wire ISDN/BRI is a complex service and is provisioned using a 2-wire ISDN designed loop that has remote test points and a designed layout record, except in Georgia, where the service is provisioned with a non-designed ISDN loop.
- 3.2.2 Except as set forth herein, loops may be provisioned using any type of facility that will support voice grade services. This may include loaded copper, non-loaded copper, digital loop carrier systems, fiber/copper combination (hybrid loop) or a combination of any of these facilities. AT&T-9STATE, at any time, in the normal course of maintaining, repairing, and configuring its network, may also change the loop utilized in conjunction with the DS0 Wholesale Local Voice Platform Services. In these situations, AT&T-9STATE will only ensure that the newly provided facility will support the same voice grade services provided by the DS0 Wholesale Local Voice Platform Services.
- 3.2.3 The loop does not include any packet switched features, functions or capabilities.
- 3.2.4 AT&T-9STATE shall not provision DS0 Wholesale Local Voice Platform Services in Fiber To The Home (FTTH) facilities that are deployed in "Greenfield" or new build areas; FTTH facilities in overbuild areas where AT&T-9STATE has retire its copper facilities according to the FCC's requirements and any applicable state requirement; and FTTH facilities that are deployed in Multi-Dwelling Unit (MDU) properties that are predominately residential provided that AT&T-9STATE has retired any copper facilities according to the FCC requirement and any applicable state requirements. In other areas, where AT&T-9STATE has been granted relief from unbundling its loop facilities, AT&T-9STATE shall only be obligated to provide DS0 Wholesale Local Voice Platform Services which offer voice grade capabilities to the End User customers served by such facilities.
- 3.2.5 The loop shall be provided to Granite in accordance with applicable provisions of BellCore/ANSI standard technical references for the 2-wire voice grade circuits contained in this agreement.
- 3.2.6 AT&T-9STATE will only provision, maintain and repair the loops to the standards that are consistent with the loop component associated with the DS0 Wholesale Local Voice Platform Services.
- 3.3 Loop Tagging
 - 3.3.1 When a AT&T-9STATE technician is required to be dispatched to provision the loop, AT&T-9STATE will tag the loop with the telephone number. When a dispatch is not required to provision the loop, AT&T-9STATE will tag the loop on the next required visit to the End User's location. If Granite wants to ensure the loop is tagged during the provisioning process for loops that may not require a dispatch, Granite may order Loop Tagging. Rates for Loop Tagging are as set forth in Exhibit A of this Attachment.

4. **DSO Wholesale Switch Port Services and DSO Wholesale Local Voice Platform Services Rates**
- 4.1 The rates for Wholesale Switch Port Services and Wholesale Local Platform Services in Exhibit A shall include monthly recurring and nonrecurring charges.
- 4.1.1 GraniteFor the DSO Wholesale Switch Port, recurring charges apply to the switch port, switch based vertical features, End Office Switching, Tandem Switching and Common Transport pricing elements. Nonrecurring charges apply to the switch port.
- 4.1.2 For the DSO Wholesale Local Voice Platform Services, recurring charges apply to the switch port, loop, switch based vertical features, End Office Switching, Tandem Switching and Common Transport pricing elements. Nonrecurring charges shall apply to the switch port for a new installation. If, however, the Service is converted from AT&T-9STATE retail, resale, a loop/port combination provided by AT&T-9STATE to another CLEC or is an initial new installation of a simple residential service line provisioned at a location where QuickServe is active on the line, the nonrecurring conversion charges shall apply to such conversions. In the scenario of a line provisioned at a QuickServe location, only the first line shall incur the conversion rate. Any additional lines or subsequently ordered lines shall incur new installation first and additional nonrecurring charges
- 4.1.3 The rates for End Office Switching, Tandem Switching and Common Transport are applied based on their use in the transport of an originated or terminated call. Originated calls shall utilize these pricing elements until the terminating end office is reached for a AT&T-9STATE or resale End User terminated call or until the call reaches the network of a third party on a third party terminated call.
- 4.1.4 Rates for loops purchased in conjunction with DSO Wholesale Local Voice Platform Services are determined by the zone applicable to the specific loop location. Zones are established by the Commission and may be changed from time to time. In the event the Commission changes the zone applicable to any loop associated with any DSO Wholesale Local Voice Platform Services, the loop component of such Services shall be billed at the applicable rate for the new zone.
- 4.2 **Intercarrier Compensation**
- 4.2.1 Intercarrier compensation for 7 or 10 digit dialed calls originated by Granite utilizing DSO Wholesale Switch Port Services or DSO Wholesale Local Voice Platform Services shall apply as follows:
- 4.2.1.1 For calls terminating to a AT&T-9STATE or resale End User, AT&T-9STATE shall charge Granite for End Office Switching at the terminating end office.
- 4.2.1.2 For calls terminating to a CLEC where such CLEC is utilizing a AT&T-9STATE switch port or port/loop combination to provide service to its End User, AT&T-9STATE shall charge Granite for End Office Switching at the terminating end office. AT&T-9STATE will not charge the terminating CLEC for End Office Switching at the terminating end office.
- 4.2.1.3 For calls terminating to third party carriers utilizing their own switches to serve their End Users, such as CLECs, wireless carriers and independent companies, Granite is required to enter into interconnection or traffic exchange agreements with such third parties for the exchange of traffic through AT&T-9STATE's network. If Granite does not have such an agreement with a third party carrier and AT&T-9STATE is charged termination charges by a third party terminating a call

originated by Granite, or if such third party carrier bills AT&T-9STATE for terminating such calls, despite the existence of such an agreement, then AT&T-9STATE may, at its option:

- 4.2.1.3.1 pay such charges as billed by the third party carrier and bill an additional End Office Switching pricing element to Granite for each such call; or
- 4.2.1.3.2 pay such charges as billed by the third party carrier and Granite will reimburse the full amount of such charges within thirty (30) days of AT&T-9STATE's request for reimbursement.
- 4.2.2 Intercarrier compensation for 7 or 10 digit dialed calls terminating to Granite utilizing DS0 Wholesale Switch Port Services or DS0 Wholesale Local Voice Platform Services shall apply as follows:
 - 4.2.2.1 For calls originated by a AT&T-9STATE or resale End User, AT&T-9STATE shall not charge Granite for End Office Switching at the terminating end office for use of the network component; therefore, Granite shall not charge AT&T-9STATE reciprocal compensation or any other charges for termination of such calls.
 - 4.2.2.2 For calls originated by a CLEC where such CLEC is utilizing a AT&T-9STATE switch port or port/loop combination to provide service to its End User, AT&T-9STATE shall not charge Granite for End Office Switching at the terminating end office for use of the network component; therefore, Granite shall not charge the originating CLEC or AT&T-9STATE reciprocal compensation or any other charges for termination of such calls.
 - 4.2.2.3 For calls originated by third parties utilizing their own switches to serve their End Users, such as CLECs, wireless carriers and independent companies, Granite is required to enter into interconnection or traffic exchange agreements with such third parties for the exchange of traffic through AT&T-9STATE's network. Granite may bill the third parties according to such agreements and shall not bill AT&T-9STATE for the exchange of traffic through AT&T-9STATE's network.
- 4.2.3 Intercarrier compensation shall apply as follows for intralata 1+ dialed calls originated by Granite utilizing DS0 Wholesale Switch Port Services or DS0 Wholesale Local Voice Platform Services where Granite uses AT&T-9STATE's Carrier Identification Code (CIC) for its End User's Local Preferred Interexchange Carrier (LPIC):
 - 4.2.3.1 For calls terminating to a AT&T-9STATE or resale End User, AT&T-9STATE shall charge Granite for End Office Switching at the terminating end office.
 - 4.2.3.2 For calls terminating to a CLEC where such CLEC is utilizing a AT&T-9STATE switch port or port/loop combination to provide service to its End User, AT&T-9STATE shall charge Granite for End Office Switching at the terminating end office. AT&T-9STATE will not charge the terminating CLEC for End Office Switching at the terminating end office.
 - 4.2.3.3 For calls terminating to third party carriers utilizing their own switches to serve their End Users, such as CLECs, wireless carriers and independent companies, Granite is required to enter into interconnection or traffic exchange agreements with such third parties for the exchange of traffic through AT&T-9STATE's network. If Granite does not have such an agreement with a third party carrier and AT&T-9STATE is charged termination charges by a third party terminating a call originated by Granite, or if such third party carrier bills AT&T-9STATE for terminating such calls, despite the existence of such an agreement, then AT&T-9STATE may, at its option:

- 4.2.3.3.1 pay such charges as billed by the third party carrier and bill an additional End Office Switching pricing element to Granite for each such call; or
- 4.2.3.3.2 pay such charges as billed by the third party carrier and Granite will reimburse AT&T-9STATE the full amount of such charges within thirty (30) days following AT&T-9STATE's request for reimbursement.
- 4.2.4 Inter-carrier compensation shall apply as follows for intralata 1+ dialed calls terminating to Granite utilizing DSO Wholesale Switch Port Services or DSO Wholesale Local Voice Platform Services where the originating carrier uses AT&T-9STATE's CIC for its End User's LPIC:
- 4.2.4.1 For calls originated by a AT&T-9STATE or resale End User, AT&T-9STATE shall charge Granite for End Office Switching at the terminating end office for use of the End Office Switching network component in terminating such calls. Granite may charge AT&T-9STATE for reciprocal compensation at the End Office Switching rate in this Agreement for such calls. Granite shall not charge originating or terminating switched access rates to AT&T-9STATE for termination of such calls.
- 4.2.5 For calls originated by or terminating to interexchange carriers through a switched access arrangement, Granite may bill the interexchange carrier in accordance with Granite's tariff and will not bill AT&T-9STATE any charges for such call. Granite shall pay AT&T-9STATE applicable charges for the use of AT&T-9STATE's network in accordance with the rates set forth in Exhibit A for originating and terminating such calls.
5. Call Related Databases
- 5.1 Call related databases provided under this Agreement shall only be provided with either DSO Wholesale Switch Port Services or DSO Wholesale Local Voice Platform Services pursuant to the terms and conditions herein and at the rates set forth in Exhibit A. Database services that are not available pursuant to this Agreement may be available at the rates, terms and conditions set forth in AT&T-9STATE's tariffs.
- 5.2 AT&T-9STATE's Calling Name (CNAM) Database Services
- 5.2.1 AT&T-9STATE's CNAM database Services provide the ability to associate a name with the calling party's number for any name and number stored in the AT&T-9STATE CNAM database, allowing the End User (to which a call is being terminated and which subscribes to the necessary services) to view the calling party's name before the call is answered.
- 5.2.2 Granite's End Users' names and numbers related to Wholesale Switch Port Services and Wholesale Local Platform Services shall be stored in the AT&T-9STATE CNAM database, and shall be available, to all entities that launch queries to the AT&T-9STATE CNAM database. AT&T-9STATE, at its sole discretion, may opt to interconnect with and query other calling name databases. In the event AT&T-9STATE does not query a third party calling name database that stores the calling party's information, AT&T-9STATE cannot deliver the calling party's information to a called End User. In addition, AT&T-9STATE cannot deliver the calling party's information where the calling party subscribes to any service that would block or otherwise cause the information to be unavailable.
- 5.2.3 For each Granite End User that subscribes to a switch based vertical feature providing calling name information to that End User for calls received, AT&T-9STATE will launch a query on a per call

basis to the AT&T-9STATE CNAM database, or, subject to Section 5.2.2 above, to a third party calling name database, to provide calling name information, if available, to Granite's End User. Granite shall pay the rates set forth in supplemental Exhibit A, for each Granite End User that subscribes to the appropriate vertical features that support Caller ID or a variation thereof.

5.3 AT&T-9STATE's Line Information Database (LIDB) Storage

5.3.1 The LIDB stores current information on working telephone numbers and billing account numbers. LIDB data is used by providers of Telecommunications Services to validate billing of collect calls, calls billed to a third party number and nonproprietary calling card calls, to screen out attempts to bill calls to payphones, for billing and for fraud prevention.

5.3.2 Where Granite purchases DSO Wholesale Switch Port Services or DSO Wholesale Local Voice Platform Services, AT&T-9STATE shall utilize AT&T-9STATE's service order generated from Granite's LSR to populate LIDB with Granite's End User information. AT&T-9STATE provides access to information in its LIDB, including Granite End User information, to various providers of Telecommunications Services via queries to LIDB pursuant to tariffs. Information stored for Granite, pursuant to this Agreement, shall be available to those Telecommunications Service providers.

5.3.2.1 When necessary for fraud control measures, AT&T-9STATE may perform additions, updates and deletions of Granite data to the LIDB (e.g., calling card deactivation).

5.3.2.2 AT&T-9STATE shall provide priority updates to LIDB for Granite data upon Granite's request (e.g., to support fraud detection), via password protected telephone card, facsimile, or electronic mail.

5.3.2.3 AT&T-9STATE shall perform periodic backup and recovery of all of Granite's data in LIDB.

5.3.3 Responsibilities of the Parties

5.3.3.1 AT&T-9STATE will administer the data provided by Granite pursuant to this Agreement in the same manner as AT&T-9STATE administers its own data.

5.3.3.2 Granite is responsible for the completeness and accuracy of the data being provided to AT&T-9STATE.

5.3.4 Other LIDB services, such as transport services for LIDB query services, are available pursuant to the rates set forth in Exhibit A of this Attachment attached hereto and incorporated herein by this reference..

5.3.5 Fees for Service and Taxes

5.3.5.1 Granite will not be charged a fee for LIDB storage Services provided by AT&T-9STATE to Granite pursuant to this Agreement.

5.3.5.2 Sales, use and all other taxes (excluding taxes on AT&T-9STATE's income) determined by AT&T-9STATE or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the Service set forth herein will be paid by Granite.

5.3.6 Billing and Collection Customers

- 5.3.6.1 AT&T-9STATE currently has in effect billing and collection ("B&C") agreements with various interexchange carriers and billing clearinghouses ("B&C Customers") that query AT&T-9STATE's LIDB to determine whether to accept various billing options from AT&T-9STATE's End Users.
- 5.3.6.2 AT&T-9STATE will identify Granite's End User originated long distance charges and upon receipt of charges applicable to Granite's End Users, AT&T-9STATE will reject those charges as not covered by the existing B&C agreement with the B&C Customers.
- 5.3.6.3 AT&T-9STATE shall have no obligation to become involved in or provide any information relating to any billing disputes between Granite and the B&C Customers. It shall be the responsibility of Granite and the B&C Customers to negotiate and arrange for any appropriate adjustments.
- 5.4 Toll Free Dialing Ten Digit Screening Service
- 5.4.1 Toll Free Dialing Ten Digit Screening Service through AT&T-9STATE's 8xx database in association with Services provided hereunder shall be subject to the rates, terms and conditions set forth in the AT&T-9STATE tariff.
- 5.5 Automatic Location Identification/Data Management System (ALI/DMS) Database-911/E911 Services
- 5.5.1 Basic 911 Services (911) and Enhanced 911 Services (E911) route 911 calls from within the AT&T-9STATE Network. AT&T-9STATE shall provide 911 and E911 capability for each End User of Granite's DSO Wholesale Switch Port Services and DSO Wholesale Local Voice Platform Services in accordance with the provisions below where AT&T-9STATE is the 911 or E911 provider.
- 5.5.2 911 provides routing of a 911 call to a centralized answering location designated by the PSAP. The End User verbally relays the emergency information to the centralized answering location.
- 5.5.3 E911, through the ALI/DMS database, routes the call to the appropriate PSAP and displays to the PSAP the address associated with the End User's telephone number.
- 5.5.4 Granite shall be responsible for providing complete and accurate End User information to AT&T-9STATE via LSRs. AT&T-9STATE shall use such information to populate and update the ALI/DMS database at no additional charge to Granite.
- 5.5.5 Granite is responsible for paying all 911 or E911 surcharges to the applicable governmental agency, and AT&T-9STATE will not bill Granite for such 911 or E911 surcharges.
6. Local Number Portability (LNP)
- 6.1 LNP will be provided in accordance with rules, regulations and guidelines adopted by the Commission, the FCC and industry fora, and Granite will work cooperatively with AT&T-9STATE to implement any LNP changes.
- 6.2 When Granite submits an LSR for Services, if the telephone number associated with the Services requested resides in a switch other than AT&T-9STATE's, then AT&T-9STATE will submit an LNP LSR to the appropriate switch owner. Granite shall be responsible for reimbursing AT&T-9STATE for any costs or charges imposed on AT&T-9STATE by the switch owner resulting from the submission of the LNP LSR. In addition, Granite shall pay to AT&T-9STATE the manual service

order charges specified in Exhibit B of Attachment 2 of this Agreement for AT&T-9STATE's creation and submission of the LNP LSR to the appropriate switch owner.

6.3 For each DSO Wholesale Switch Port Service or DSO Wholesale Local Voice Platform Service purchased hereunder, Granite shall pay the end user line charge associated with implementing LNP as set forth in AT&T-9STATE's FCC Tariff No. 1.

6.4 Working telephone numbers, telephone numbers for which payment has been made to reserve and telephone numbers that are in a denied state (but not disconnected) or suspended status may be subject to porting.

7. Access To Numbers

7.1 Where AT&T-9STATE provides DSO Wholesale Switch Port Service or DSO Wholesale Local Voice Platform Services to Granite, AT&T-9STATE will provide Granite with online access to available telephone numbers as defined by, and in accordance with, applicable FCC rules and regulations on a first come first served basis. Granite may designate up to a forecasted six (6) months supply of available numbers as intermediate (an available number provided to Granite) telephone numbers per rate center if the following conditions are met:

7.1.1 Granite must: (1) indicate that all of the intermediate numbers currently held by Granite in each rate center where Granite will be requesting intermediate telephone numbers have six (6) or less months to exhaust; (2) supply projected monthly telephone number demand on a rate center basis for the coming twelve (12) months for each rate center where Granite will be requesting intermediate telephone numbers; and, (3) demonstrate that the utilization level on current intermediate numbers held by Granite in the rate center where Granite is requesting telephone numbers has reached at least 70%. The above information will be provided by Granite by submitting to AT&T-9STATE a fully completed "CO Code Assignments Months To Exhaust Certification Worksheet – TN Level" ("MTE Worksheet"), Appendix B to the Central Office Code (NXX) Assignments Guidelines, INC 95-0407-008 for each rate center where Granite will be requesting intermediate telephone numbers. The utilization level is calculated by dividing all intermediate numbers currently assigned by Granite to End Users by the total number of intermediate numbers held by Granite in the rate center and multiplying the result by one hundred (100). After June 30, 2004, rate center utilization level must be at 75% (Part F of the MTE Worksheet).

7.1.2 If fulfilling Granite's request for intermediate numbers results in AT&T-9STATE having to submit a request for additional telephone numbers to a national numbering administrator (either the North American Numbering Plan Administration (NANPA) CO Code Administration or NeuStar Pooling Administration or their successors), AT&T-9STATE will submit the required numbering request to the national numbering administrator to satisfy Granite's request for intermediate numbers. AT&T-9STATE will also pursue all appropriate steps (including submitting a safety valve request (petition) to the appropriate Commission if the numbering request is denied by the national administrator) to satisfy Granite's request for intermediate numbers. In these cases, AT&T-9STATE is not obligated to fulfill the request by Granite for intermediate numbers unless, and until, AT&T-9STATE's request for additional numbering resources is granted.

7.1.3 Granite agrees to supply supporting information for any numbering request and/or safety valve request that AT&T-9STATE files pursuant to Section 7.1.2 above.

7.2 Granite acknowledges that there may be instances where there is an industry shortage of available telephone numbers in the Numbering Plan Area (NPA). These instances occur where a jeopardy status has been declared by NANPA and the industry has determined that limiting the assignment of new numbers is the appropriate method to employ until the jeopardy can be alleviated. In such NPA jeopardy situations where assignment of new numbers is restricted as per the jeopardy guidelines developed by the industry, AT&T-9STATE may request that Granite cancel all or a portion of its unassigned intermediate numbers. Granite's consent to AT&T-9STATE's request shall not be unreasonably withheld.

8. Optional Daily Usage File

8.1 Upon written request from Granite, AT&T-9STATE will provide the Optional Daily Usage File (ODUF) Services to Granite pursuant to the terms and conditions set forth in this section.

8.2 Granite shall furnish all relevant information required by AT&T-9STATE for the provision of the ODUF.

8.3 The ODUF feed provides Granite messages, associated with DS0 Wholesale Switch Port Services and DS0 Wholesale Local Voice Platform Services that Granite has purchased from AT&T-9STATE, that were carried over the AT&T-9STATE network and processed by AT&T-9STATE for Granite.

8.4 Charges for the ODUF Service will appear on Granite's monthly bills for the previous month's usage in arrears. The charges are as set forth in Exhibit A to this Attachment.

8.5 The ODUF feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

8.6 Messages that error in the billing system of Granite will be the responsibility of Granite. If, however, Granite should encounter significant volumes of errored messages that prevent processing by Granite within its systems, AT&T-9STATE will work with Granite to determine the source of the errors and the appropriate resolution.

8.7 ODUF Specifications

8.7.1 ODUF Messages to be Transmitted

8.7.1.1 The following messages recorded by AT&T-9STATE will be transmitted to Granite:

8.7.1.1.1 Message recording for per use/per activation type services (examples: Three-Way Calling, Verify, Interrupt, Call Return, etc.)

8.7.1.1.2 Measured local calls

8.7.1.1.3 Directory Assistance messages

8.7.1.1.4 IntraLATA Toll

8.7.1.1.5 WATS and 800 Service

8.7.1.1.6 N11

- 8.7.1.1.7 Information Service Provider Messages
- 8.7.1.1.8 Operator Services Messages
- 8.7.1.1.9 Operator Services Message Attempted Calls
- 8.7.1.1.10 Credit/Cancel Records
- 8.7.1.1.11 Usage for Voice Mail Message Service
- 8.7.1.2 Rated Incollects (messages AT&T-9STATE receives from other revenue accounting offices) also appear on ODUF. Rated Incollects will be intermingled with AT&T-9STATE recorded rated and unrated usage. Rated Incollects will not be packed separately.
- 8.7.1.3 AT&T-9STATE will perform duplicate record checks on records processed to ODUF. Any duplicate messages detected will be deleted and not sent to Granite.
- 8.7.1.4 In the event that Granite detects a duplicate on ODUF they receive from AT&T-9STATE, Granite will drop the duplicate message and will not return the duplicate to AT&T-9STATE.
- 8.7.2 ODUF Physical File Characteristics
 - 8.7.2.1 ODUF will be distributed to Granite via Secure File Transfer Protocol (FTP). The ODUF feed will be a variable block format. The data on the ODUF feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis Monday through Friday except holidays. Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN. If AT&T-9STATE determines the Secure FTP Mailbox is nearing capacity levels, AT&T-9STATE may move the Granite to CONNECT:DIRECT file delivery.
 - 8.7.2.2 If the Granite is moved to CONNECT:DIRECT, data circuits (private line or dial-up) will be required between AT&T-9STATE and Granite for the purpose of data transmission. Where a dedicated line is required, Granite will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with AT&T-9STATE. Granite will also be responsible for any charges associated with this line. Equipment required on the AT&T-9STATE end to attach the line to the mainframe computer and to transmit messages successfully on an ongoing basis will be negotiated on an individual case basis. Any costs incurred for such equipment will be Granite's responsibility. Where a dial-up facility is required, dial circuits will be installed in the AT&T-9STATE data center by AT&T-9STATE and the associated charges assessed to Granite. Additionally, all message toll charges associated with the use of the dial circuit by Granite will be the responsibility of Granite. Associated equipment on the AT&T-9STATE end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is required on Granite's end for the purpose of data transmission will be the responsibility of Granite.
 - 8.7.2.3 If Granite utilizes FTP for data file transmission, purchase of the FTP software will be the responsibility of Granite.
- 8.7.3 ODUF Packing Specifications

- 8.7.3.1 The data will be packed using ATIS EMI records. A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
- 8.7.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Granite which AT&T-9STATE RAO is sending the message. AT&T-9STATE and Granite will use the invoice sequencing to control data exchange. Granite will notify AT&T-9STATE of sequence failures identified by Granite and AT&T-9STATE will resend the data as appropriate.
- 8.7.4 ODUF Pack Rejection
- 8.7.4.1 Granite will notify AT&T-9STATE within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (e.g. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI error codes will be used. Granite will not be required to return the actual rejected data to AT&T-9STATE. Rejected packs will be corrected and retransmitted to Granite by AT&T-9STATE.
- 8.7.5 ODUF Control Data
- 8.7.5.1 Granite will send one confirmation record per pack that is received from AT&T-9STATE. This confirmation record will indicate Granite's receipt of the pack and acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by Granite for reasons stated in the above section.
- 8.7.6 ODUF Testing
- 8.7.6.1 Upon request from Granite, AT&T-9STATE shall send ODUF test files to Granite. The Parties agree to review and discuss the ODUF content and/or format. For testing of usage results, AT&T-9STATE shall request that Granite set up a production (live) file. The live test may consist of Granite's employees making test calls for the types of services Granite requests on ODUF. These test calls are logged by Granite, and the logs are provided to AT&T-9STATE. These logs will be used to verify the files. Testing will be completed within thirty (30) calendar days from the date on which the initial test file was sent.
9. Access Daily Usage File
- 9.1 Upon written request from Granite, AT&T-9STATE will provide the Access Daily Usage File (ADUF) Services to Granite pursuant to the terms and conditions set forth in this section.
- 9.2 Granite shall furnish all relevant information required by AT&T-9STATE for the provision of ADUF Services.
- 9.3 The ADUF provides Granite originating and terminating access and third party messages associated with DSO Wholesale Switch Port Services and DSO Wholesale Local Voice Platform Services that Granite has purchased from AT&T-9STATE.
- 9.4 Charges for ADUF Services will appear on Granite's monthly bills for the previous month's usage in arrears. The charges are as set forth in Exhibit A to this Attachment.

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- 9.5 Messages that error in the billing system of Granite will be the responsibility of Granite. If, however, Granite should encounter significant volumes of errored messages that prevent processing by Granite within its systems, AT&T-9STATE will work with Granite to determine the source of the errors and the appropriate resolution.
- 9.6 ADUF Messages To Be Transmitted
- 9.6.1 The following messages recorded by AT&T-9STATE will be transmitted to Granite:
- 9.6.1.1 Recorded originating and terminating interstate and intrastate access records associated with DS0 Wholesale Switch Port Services and DS0 Wholesale Local Voice Platform Services.
- 9.6.1.2 Recorded terminating access records for undetermined jurisdiction access records associated with DS0 Wholesale Switch Port Services and DS0 Wholesale Local Voice Platform Services.
- 9.6.2 AT&T-9STATE will perform duplicate record checks on records processed to ADUF. Any duplicate messages detected will be dropped and not sent to Granite.
- 9.6.3 In the event that Granite detects a duplicate on ADUF they receive from AT&T-9STATE, Granite will drop the duplicate message and will not return the duplicate to AT&T-9STATE.
- 9.6.4 ADUF Physical File Characteristics
- 9.6.4.1 ADUF will be distributed to Granite via Secure FTP Mailbox. The ADUF feed will be a fixed block format. The data on the ADUF feed will be in a non-compacted EMI format (210 bytes). It will be created on a daily basis Monday through Friday except holidays. Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN. If AT&T-9STATE determines the Secure FTP Mailbox is nearing capacity levels, AT&T-9STATE may move the Granite to CONNECT:DIRECT file delivery.
- 9.6.4.2 If the Granite is moved to CONNECT:DIRECT, data circuits (private line or dial-up) will be required between AT&T-9STATE and Granite for the purpose of data transmission. Where a dedicated line is required, Granite will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with AT&T-9STATE. Granite will also be responsible for any charges associated with this line. Equipment required on the AT&T-9STATE end to attach the line to the mainframe computer and to transmit messages successfully on an ongoing basis will be negotiated on an individual case basis. Any costs incurred for such equipment will be Granite's responsibility. Where a dial-up facility is required, dial circuits will be installed in the AT&T-9STATE data center by AT&T-9STATE and the associated charges assessed to Granite. Additionally, all message toll charges associated with the use of the dial circuit by Granite will be the responsibility of Granite. Associated equipment on the AT&T-9STATE end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is required on Granite's end for the purpose of data transmission will be the responsibility of Granite.
- 9.6.4.3 If Granite utilizes FTP for data file transmission, purchase of the FTP software will be the responsibility of Granite.
- 9.6.5 ADUF Packing Specifications

- 9.6.5.1 The data will be packed using ATIS EMI records. A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
- 9.6.5.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Granite which AT&T-9STATE RAO is sending the message. AT&T-9STATE and Granite will use the invoice sequencing to control data exchange. Granite will notify AT&T-9STATE of sequence failures identified by Granite and AT&T-9STATE will resend the data as appropriate.
- 9.6.6 ADUF Pack Rejection
- 9.6.6.1 Granite will notify AT&T-9STATE within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (e.g. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI error codes will be used. Granite will not be required to return the actual rejected data to AT&T-9STATE. Rejected packs will be corrected and retransmitted to Granite by AT&T-9STATE.
- 9.6.7 ADUF Control Data
- 9.6.7.1 Granite will send one confirmation record per pack that is received from AT&T-9STATE. This confirmation record will indicate Granite's receipt of the pack and acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by Granite for reasons stated in the above section.
- 9.6.8 ADUF Testing
- 9.6.8.1 Upon request from Granite, AT&T-9STATE shall send a test file of generic data to Granite via CONNECT:DIRECT or Text File via e-mail. The Parties agree to review and discuss the test file's content and/or format.
10. CMDS Utilizing RAO Hosting
- 10.1 Definitions
- 10.1.1. Centralized Message Distribution System (CMDS) is a national message exchange system administered by Telcordia Technologies ("Telcordia") used to transmit alternately billed calls (e.g., credit card, third number and collect) from the Earning Company, as defined herein, to the Billing Company, as defined herein, to permit the Earning Company and the Billing Company to receive appropriate compensation.
- 10.1.2 Direct Participants are Telecommunications carriers that exchange data directly with other Direct Participants via the CMDS Data Center and may act as host companies ("Host") for those Telecommunications carriers that do not exchange data directly via the CMDS Data Center ("Indirect Participants").
- 10.1.3. Revenue Accounting Office (RAO) Hosting is a hosting relationship where an Indirect Participant sends and receives CMDS eligible messages to and from its Host, who then interfaces, on behalf of the Indirect Participant, with other Direct Participants for distribution and collection of these messages. RAO Hosting also includes the Direct Participant's provision of revenue settlements

functions (compensation) for alternately billed calls based upon reports generated by Credit Card and Third Number Settlement (CATS) and Non-InterCompany Settlement (NICS) as described herein. CATS and NICS are collectively referred to as Intercompany Settlements.

- 10.1.4 The CATS System is a national system administered by Telcordia, used to settle revenues for calls that are sent from one CMDS Direct Participant to another for billing. CATS applies to calls that originate within one Regional Bell Operating Company's (RBOC) territory, as defined at Divestiture, and bill in another RBOC's territory. CATS calculates the amounts due to Earning Companies (i.e. billed revenue less the billing and collection fee). For alternately billed calls, the originating company, whose facilities are used to place the call, is the Earning Company and the company that puts the charges on the End User's bill is the Billing Company.
- 10.1.5 The Non-InterCompany Settlement (NICS) System is the national system administered by Telcordia that is used in the settlement of revenues for calls that are originated and billed by two different local exchange carriers (LEC) within a single Direct Participant's territory to another for billing. NICS applies to calls involving another LEC where the Earning Company and the Billing Company are located within AT&T-9STATE's territory.
- 10.2 Upon Granite's request, AT&T-9STATE, as a Direct Participant, shall provide RAO Hosting Services to Granite, as an Indirect Participant, as set forth herein.
- 10.3 Where Granite selects AT&T-9STATE as its RAO Host for the delivery of Intercompany Settlements messages, Granite must request that AT&T-9STATE establish a unique hosted RAO code for Granite. Such request shall be in writing to the AT&T-9STATE RAO Hosting coordinator and must be submitted at least eight (8) weeks prior to provision of Services pursuant to this Section. Services shall commence on a date mutually agreed to by the Parties.
- 10.4 AT&T-9STATE will record Granite's End User messages and forward such messages to Granite via the ODUF in Exchange Message Interface (EMI) format. Granite must rate the messages and forward them to AT&T-9STATE, as its RAO Host, for distribution to the Billing Company via CMDS. AT&T-9STATE will deliver such messages for Granite through CMDS and will bill Granite for CMDS on a per message basis as set forth in Exhibit A of this Attachment. Granite must follow all Telcordia message exchange standards to send and receive the above referenced NICS and CATS settlements.
- 10.5 AT&T-9STATE will receive messages from Granite that are to be processed by AT&T-9STATE, another LEC in the AT&T-9STATE region or a LEC outside the AT&T-9STATE region. Granite must send all messages to AT&T-9STATE no later than eighty nine (89) days after the message date or Telcordia will reject the entire pack.
- 10.6 RAO Hosting, CATS and NICS Services provided to Granite by AT&T-9STATE will be in accordance with the methods and practices regularly applied by AT&T-9STATE to its own operations during the term of this Agreement, including such revisions as may be made from time to time by AT&T-9STATE.
- 10.7 Granite shall furnish all relevant information required by AT&T-9STATE for the provision of RAO Hosting, CATS and NICS.
- 10.8 AT&T-9STATE will perform invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from Granite. All messages

and related data exchanged between AT&T-9STATE and Granite will be formatted for EMI formatted records and packed between appropriate EMI header and trailer records in accordance with accepted industry standards.

- 10.9 All data received from Granite that is to be processed or billed by another LEC within the AT&T-9STATE region will be distributed to that LEC in accordance with the agreement(s) in effect between AT&T-9STATE and the involved LEC.
- 10.10 All data received from Granite that is to be placed on the CMDS network for distribution outside the AT&T-9STATE region will be handled in accordance with the agreement(s) in effect between AT&T-9STATE and its connecting contractor, currently Telcordia.
- 10.11 AT&T-9STATE will receive messages from the CMDS network that are destined to be processed by Granite and will forward them to Granite on a daily basis for processing.
- 10.12 CMDS data between AT&T-9STATE and Granite will be distributed via Secure FTP Mailbox. It will be created on a daily basis Monday through Friday, except holidays. Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. If AT&T-9STATE determines the Secure FTP Mailbox is nearing capacity levels, AT&T-9STATE may move Granite to CONNECT:DIRECT file delivery.
- 10.13 If Granite is moved to CONNECT:DIRECT, data circuits (private line or dial-up) will be required between AT&T-9STATE and Granite for the purpose of data transmission when utilizing CONNECT:DIRECT. Where a dedicated line is required, Granite will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with AT&T-9STATE. Granite will also be responsible for any charges associated with this line. Equipment required on the AT&T-9STATE end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on an individual case basis. Any costs incurred for such equipment will be Granite's responsibility. Where a dial-up facility is required, dial circuits will be installed in the AT&T-9STATE data center by AT&T-9STATE and the associated charges assessed to Granite. Additionally, all message toll charges associated with the use of the dial circuit by Granite will be the responsibility of Granite. Associated equipment on the AT&T-9STATE end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is required on the Granite end for the purpose of data transmission will be the responsibility of Granite.
- 10.14 If Granite utilizes FTP for data file transmission, purchase of the FTP software will be the responsibility of Granite.
- 10.15 Granite will maintain recorded message detail necessary to recreate files provided to AT&T-9STATE for a period of three (3) calendar months beyond the related message dates.
- 10.16 In the event that data to be exchanged between Granite and AT&T-9STATE via CMDS should become lost or destroyed, the Party responsible for creating the data will make every effort to restore and retransmit such data. Should an error be detected by the EMI format edits performed by AT&T-9STATE on data received from Granite, the entire pack containing the affected data will not be processed by AT&T-9STATE. AT&T-9STATE will notify Granite of the error. Granite will correct the error(s) and will resend the entire pack to AT&T-9STATE for processing. In the event that an out-of-sequence condition occurs on subsequent packs, Granite will resend these packs to

AT&T-9STATE after the pack containing the error has been successfully reprocessed by AT&T-9STATE.

10.17 Intercompany Settlements Messages

10.17.1 AT&T-9STATE will receive the monthly NICS and CATS reports from Telcordia on behalf of Granite and will distribute copies of these reports to Granite on a monthly basis.

10.17.2 Through CATS AT&T-9STATE will collect the revenue earned by Granite from the RBOC in whose territory the messages are billed, less a per message billing and collection fee of five cents (\$0.05), or such other amount as may be approved by the Direct Participants and Telcordia, on behalf of Granite. AT&T-9STATE will remit the revenue billed by Granite to the RBOC in whose territory the messages originated, less a per message billing and collection fee of five cents (\$0.05), or such other amount as may be approved by the Direct Participants and Telcordia, on behalf of Granite. These two amounts will be netted together by AT&T-9STATE and the resulting charge or credit issued to Granite via a Carrier Access Billing System (CABS) miscellaneous bill on a monthly basis in arrears.

10.17.3 Through NICS AT&T-9STATE will collect the revenue earned by Granite within the AT&T-9STATE territory from another LEC also within the AT&T-9STATE territory (NICS) where the messages are billed, less a per message billing and collection fee of five cents (\$0.05), on behalf of Granite. AT&T-9STATE will remit the revenue billed by Granite within the AT&T-9STATE region to the LEC also within the AT&T-9STATE region, where the messages originated, less a per message billing and collection fee of five cents (\$0.05). These two amounts will be netted together by AT&T-9STATE and the resulting charge or credit issued to Granite via a CABS miscellaneous bill on a monthly basis in arrears.

10.17.4 AT&T-9STATE and Granite agree that monthly-netted amounts of less than fifty dollars (\$50.00) will not be settled.

11. Rates

11.1 For ODUF, ADUF and CMDS rates are as set forth in Exhibit A to this Attachment.

12. Wholesale Operator Call Processing Services

12.1 AT&T-9STATE's Wholesale Operator Call Processing (OCP) provides: (1) operator handling for call completion (for example, collect, third number billing, and manual calling card calls); (2) operator or automated assistance for billing after the End User has dialed the called number (for example, calling card calls); and (3) special services including but not limited to Busy Line Verification and Emergency Line Interrupt (ELI), Emergency Agency Call, and Operator-assisted Directory Assistance.

12.2 Upon request for OCP, AT&T-9STATE shall:

12.3 Process 0+ and 0- dialed local calls.

12.4 Process 0+ and 0- intraLATA toll calls.

12.5 Process calls that are billed to Granite End User's calling card that can be validated by AT&T-9STATE.

- 12.6 Process person-to-person calls.
- 12.6.1 Process collect calls.
- 12.6.2 Provide the capability for callers to bill to a third party and shall also process such calls.
- 12.6.3 Process station-to-station calls.
- 12.6.4 Process Busy Line Verify and Emergency Line Interrupt requests. Rates are set forth under Inward Operator Services in Exhibit 1 of this Attachment.
- 12.6.5 Process emergency call trace originated by a PSAP.
- 12.6.6 Process operator assisted directory assistance calls.
- 12.6.7 Adhere to equal access requirements, providing Granite local End Users the same IXC access as provided to AT&T-9STATE End Users.
- 12.6.8 Exercise at least the same level of fraud control in providing operator service to Granite that AT&T-9STATE provides for its own operator service.
- 12.6.9 Perform Billed Number Screening when handling collect, person-to-person, and billed-to-third-party calls.
- 12.6.10 Direct customer account and other similar inquiries to the customer service center designated by Granite.
- 12.6.11 Provide call detail records to Granite via the Optional Daily Usage File described in this Attachment.
- 12.6.12 The interface requirements shall conform to the interface specifications for the platform used to provide Operator Services as long as the interface conforms to industry standards.
- 12.6.13 AT&T-9STATE will provide access to OCP Service at the rates set forth in Exhibit A of this Attachment.
- 13. Wholesale Directory Assistance Service
- 13.1 AT&T-9STATE's Wholesale Directory Assistance (DA) Service provides local and non-local End User telephone number listings with the option to complete the call at the caller's direction separate and distinct from Wholesale Switch Ports Services or Wholesale Local Platform Services.
- 13.2 AT&T-9STATE will provide access to DA Service at the rates set forth in Exhibit A of this Attachment.
- 13.3 DA Service shall provide up to two listing requests per call. If available and if requested by Granite's End User, AT&T-9STATE shall provide caller-optional directory assistance call completion service to one of the provided listings.
- 13.4 DA Service Updates. AT&T-9STATE shall update End User listings changes daily. These changes include:

- 13.4.1 New End User connections;
- 13.4.2 End User disconnections;
- 13.4.3 End User address changes.
- 13.5 These updates shall also be provided for non listed and non published numbers for use in emergencies.
- 14. Inside Wire Maintenance Services
 - 14.1 Upon request of Granite, AT&T-9STATE will provide the Inside Wire Maintenance ("ISWM") Services ordered by Granite as further detailed in this Attachment.
 - 14.2 ISWM Services are defined as follows: AT&T-9STATE will repair telephone service troubles that may exist in the wiring and jacks inside Granite's end user's business or residence where the telecommunications service provided to the Granite's end user is basic residential and/or business lines purchased from Granite and provided to Granite pursuant to this Agreement. Basic residential and/or business lines are defined as Plain Old Telephone Service ("POTS") lines which are provisioned with simple wiring and which do not terminate at a communications system.
 - 14.3 As part of the ISWM Services, AT&T-9STATE will isolate the source of the trouble reported by Granite. If the trouble is located in AT&T-9STATE's network (i.e. on the network side of the demarcation point for that line), AT&T-9STATE will repair the trouble as specified elsewhere in this Agreement. If the trouble is located between the network demarcation point and the interface to the jack(s) inside the end user's premises, AT&T-9STATE, subject to the terms and conditions set forth herein, will repair the basic inside telephone wire and modular jacks.
 - 14.4 ISWM Services do not include repairs to telephone sets, fax machines, answering machines, modems, and similar equipment, also known as Granite Premises Equipment ("CPE").
 - 14.5 If the trouble is caused by a defect or condition present in the CPE or in the cord from the jack to the CPE, AT&T-9STATE will advise Granite and/or Granite's end user that the CPE should be disconnected and either repaired or replaced, and the trouble ticket will be closed to Granite.
 - 14.6 ISWM Services do not include (i) troubles caused by willful damage to inside wire or jacks; (ii) damage caused by acts of God; (iii) obvious conditions existing at the time of Granite's subscription to the ISWM Services (e.g. wiring does not exist to the jack at the time of the subscription to the ISWM Services); (iv) inside wire or jacks that do not meet industry standards for telecommunications services; (v) any repair to and/or maintenance of Granite's end user's inside wiring or jacks to the extent that after reasonable effort AT&T-9STATE determines that such repair/maintenance cannot be performed in a safe manner due to the presence of asbestos or any other environmentally hazardous substance or due to the existence of an unsafe condition (vi) damage to wiring or jacks due to painting or remodeling; (vii) the rearranging of inside wiring from one DSO Wholesale Local Voice Platform Services to another DSO Wholesale Local Voice Platform Services (e.g. previous occupant of premises had two (2) lines and Granite's end user has only one (1) line); (viii) on-premise, different building extensions; and (ix) inside wiring or jacks installed in Recreational Vehicles, boats and/or travel trailers.
 - 14.7 Replacement of standard miniature modular jacks (i.e. RJ11C/D, RJ11W, RJ14C and RJ14W) is

included in ISWM Services. If any other jack type requires replacement, Granite will be liable for the material cost of said jack type. The labor associated with the replacement of other jack types is included in the ISWM Services.

- 14.8 Basic residential and business lines serving buildings or developments where the owner/developer of said building or development has chosen to have a single demarcation point installed for all services, and where the owner/developer requires a pre-determined vendor(s) to perform these services, are not eligible for ISWM Services.
- 14.9 If an end user of Granite has more than one (1) DSO Wholesale Local Voice Platform line to a premises, each DSO Wholesale Local Voice Platform line to said premises must be subscribed to ISWM Services.
- 14.10 If one (1) or more than one (1) non-basic line is terminated at a premises, all lines at that premise are considered non-basic and are thus ineligible for the ISWM Services.
- 14.11 If an end user of Granite utilizes a key telephone system, a Private Branch Exchange (PBX) or other non basic telephone system, ISWM Services are not available to Granite for said end user.
- 14.12 Except on holidays, AT&T-9STATE will provide ISWM Services to Granite Monday through Saturday 8am to 6pm local time of Granite's end user.
- 14.13 For new DSO Wholesale Local Voice Platform Services ordered after the Effective Date of this Agreement for which Granite chooses to order ISWM Service, Granite will order ISWM Services through the Local Service Request ("LSR") process.
- 14.14 After subscription to ISWM Services for end users, there will be a thirty (30) day waiting period before ISWM is available to that end user. When ISWM Services are available, Granite shall submit requests for ISWM Services to be provided to Granite's end users by submitting a repair request through the maintenance and repair electronic interface available to Granite. Granite may alter or cancel a repair request at any time without charge. In an attempt to reduce unnecessary dispatches, Granite shall use commercially reasonable efforts to cancel a repair request prior to AT&T-9STATE's dispatch of a technician. ISWM Services will not be performed on a premises visit to install DSO Wholesale Local Voice Platform Services.
- 14.14.1 AT&T-9STATE may, at its discretion and upon thirty (30) days written notice to Granite, discontinue or cancel ISWM Services to an individual end user of Granite provided that AT&T-9STATE can demonstrate that the individual end user is abusing the provisions of the ISWM Services, such as, by way of example, where AT&T-9STATE dispatches to the same location on a repeated basis and trouble is caused by, but not limited to, substandard wire, pets, children or defective CPE.
- 14.15 In the event AT&T-9STATE misses an appointment or is delayed in arriving for an appointment to provide ISWM Services to Granite's end user, AT&T-9STATE will so notify Granite through the electronic interface utilized by Granite to request ISWM Services.
- 14.16 Inside Wire Charges
- 14.16.1 AT&T-9STATE will charge Granite per DSO Wholesale Local Voice Platform line for each Granite end user subscribing to ISWM at the rates set forth in supplemental Exhibits A2 or B2 hereto.
- 14.16.2 Billing for ISWM Services shall be on a monthly basis. So long as Granite's documentation

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regarding its reseller exemption is current, AT&T-9STATE shall not assess taxes on the charges associated with ISWM Services.

14.17

No Exclusivity

14.17.1

This Agreement does not require AT&T-9STATE to be the exclusive provider of ISWM Services to Granite and nothing in this Attachment shall be construed to limit in any way Granite's ability to enter into any similar agreement with any other provider of ISWM Services for services that are the same as or similar to those performed for Granite under the terms of this Attachment.

SERVICES - Alabama										Attachment: 1		Exhibit: A			
CATEGORY	RATE ELEMENTS	Zone	BCS	USOC	RATES/NET EFFECTIVE RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
					Rec	Nonrecurring		Nonrecurring Disconnect		Ordering Interface Rates (\$)					
						First	Add'l	First	Add'l	SOMECD	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
CALLING NAME (CNAM) SERVICE															
	CNAM Service, per line		UEPFB	N1ACR	2.11										
	CNAM Service, per line		UEPBX	N1ACR	2.11										
	CNAM Service, per line		UEPSB	N1ACR	2.11										
	CNAM Service, per line		UEPFP	N1ACR	2.11										
	CNAM Service, per line		UEPSP	N1ACR	2.11										
	CNAM Service, per line		UEPPX	N1ACR	2.11										
	CNAM Service, per line		UEPSR	NXMCR	2.11										
	CNAM Service, per line		UEPPR	NXMCR	2.11										
	CNAM Service, per line		UEPRX	NXMCR	2.11										
	CNAM Service, per line		UEPPR	NXMCR	2.11										
	CNAM Service, per line		UEPFB	NXMCR	2.11										
	CNAM Service, per line		UEPBX	NXMCR	2.11										
	CNAM Service, per line		UEPSB	NXMCR	2.11										
	CNAM Service, per line		UEPRG	NXMCR	2.11										
	CNAM Service, per line		UEPSE	NXMCR	2.11										
	CNAM Service, per line		UEPFP	NXMCR	2.11										
	CNAM Service, per line		UEPSP	NXMCR	2.11										
	CNAM Service, per line		UEPPX	NXMCR	2.11										
	CNAM Service, per line		UEPVB	NXMCR	2.11										
	CNAM Service, per line		UEPSR	NXMMN	2.11										
	CNAM Service, per line		UEPPR	NXMMN	2.11										
	CNAM Service, per line		UEPRX	NXMMN	2.11										
	CNAM Service, per line		UEPFB	NXMMN	2.11										
	CNAM Service, per line		UEPBX	NXMMN	2.11										
	CNAM Service, per line		UEPPR	NXMMN	2.11										
	CNAM Service, per line		UEPSB	NXMMN	2.11										
	CNAM Service, per line		UEPRG	NXMMN	2.11										
	CNAM Service, per line		UEPSE	NXMMN	2.11										
	CNAM Service, per line		UEPFP	NXMMN	2.11										
	CNAM Service, per line		UEPSP	NXMMN	2.11										
	CNAM Service, per line		UEPPX	NXMMN	2.11										
	CNAM Service, per line		UEPFB	NXECR	2.11										
	CNAM Service, per line		UEPBX	NXECR	2.11										
	CNAM Service, per line		UEPVB	NXECR	2.11										
	CNAM Service, per line		UEPSB	NXECR	2.11										
	CNAM Service, per line		UEPFP	NXECR	2.11										
	CNAM Service, per line		UEPSP	NXECR	2.11										
	CNAM Service, per line		UEPPX	NXECR	2.11										
	CNAM Service, per line		UEPFB	NCACR	2.11										
	CNAM Service, per line		UEPBX	NCACR	2.11										
	CNAM Service, per line		UEPSB	NCACR	2.11										
	CNAM Service, per line		UEPFP	NCACR	2.11										
	CNAM Service, per line		UEPSP	NCACR	2.11										
	CNAM Service, per line		UEPPX	NCACR	2.11										
	CNAM Service, per line		UEPVB	NCACR	2.11										
INSIDE WIRE MAINTENANCE															
RESIDENCE															
	Inside Wire Maintenance service plan, basic service, per line, per premise residence or business		UEPRX	SEQ1X	3.00										
DSO WHOLESALER LOCAL SWITCH PORTS															
2-WIRE VOICE GRADE LINE PORT RATES (RES)															
	Exchange Ports - 2-Wire Analog Line Port- Res. (E:1/1/2007)		UEPSR	UEPRL	8.38	33.48	10.04								
	Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res. (E:1/1/2007)		UEPSR	UEPRC	8.38	33.48	10.04								
	Exchange Ports - 2-Wire Analog Line Port outgoing only - Res. (E:1/1/2007)		UEPSR	UEPRO	8.38	33.48	10.04								
	Exchange Ports - 2-Wire VG AL extended local dialing party Port with Caller ID - Res. (E:1/1/2007)		UEPSR	UEPAR	8.38	33.48	10.04								